

EXHIBIT A

Mediation and Arbitration Agreement

Name	Roy Conrad
Employee ID	4302
Started	11/22/2013 18:29:45 -06:00
Electronically Signed & Submitted	11/22/2013 18:30:29 -06:00
Electronic Signature	Electronically signed by MyPay User [minleesboy@yahoo.com] on 11/22/2013 18:30:29 -06:00 from IP Address [172.7.186.249] User Agent: Mozilla/5.0 (X11; Linux i686; rv:17.0) Gecko/20100101 Firefox/17.0

Mediation and Arbitration Agreement

MEDIATION AND ARBITRATION AGREEMENT

Although Sun Coast Resources, Inc. ("Sun Coast") hopes that employment disputes with its employees will not occur, Sun Coast believes that when these disputes do arise, it is in the mutual interest of all concerned to handle them promptly and with minimal disturbance to the operations of Sun Coast's businesses and the lives of its employees.

Accordingly, to provide for more expeditious resolution of certain employment-related disputes that may arise between Sun Coast and its employees, Sun Coast has instituted a mandatory mediation and arbitration procedure ("Procedure") for all employees. Under the Procedure, certain disputes that may arise from your employment with Sun Coast or the termination of your employment must, after appropriate attempts to resolve your dispute internally through Sun Coast management channels, be submitted for resolution by non-binding mediation and, if necessary, mandatory binding arbitration.

In agreeing to submit certain employment disputes for resolution by private mediation and, if necessary, arbitration, you acknowledge that this Agreement is given in exchange for rights to which you are not otherwise entitled, namely, your employment as a Sun Coast employee and the more expeditious resolution of employment disputes. In exchange for your agreement to submit these disputes to mediation and, if necessary, binding arbitration, Sun Coast likewise agrees to the use of mediation and arbitration as the exclusive forum for resolving certain employment disputes covered by this Agreement.

Hence, the parties shall be precluded from bringing or raising in court or another forum any dispute that was or could have been brought or raised under the procedures set forth in this Agreement. You will receive a copy of Sun Coast's Mediation and Arbitration Agreement at the same time you receive your Employee Handbook.

Sun Coast Mediation and Arbitration Procedure

Scope of Mediation and Arbitration Procedure: As a condition of your employment at Sun Coast, you agree that any controversy or claim arising out of or relating to your employment relationship with Sun Coast or the termination of that relationship must be submitted for non-binding mediation before a third-party neutral mediator and, if necessary, for final and binding resolution by a private and impartial arbitrator, to be jointly selected by you and Sun Coast.

Claims Covered: This agreement to submit to mediation and, if necessary, arbitration:

- i. Covers any dispute concerning the arbitrability of any such controversy or claim; and
- ii. Includes, but is not limited to, any claim that could be asserted in court or before an administrative agency or claims for which the employee has an alleged cause of action, including without limitation claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, discrimination based on sex, pregnancy, race, national or ethnic origin, age, religion, creed, marital status, sexual orientation, mental or physical disability or medical condition, specifically including claims under The American With Disabilities Act, or any other applicable law, veteran status, or other characteristics protected by statute); claims for wrongful discharge; violations of the Family and Medical Leave Act (FMLA); and/or claims for violation of any federal, state or other governmental law, statute, regulation or ordinance, and whether based on statute or common law; and

Disputes covered by this Agreement include all such claims whether made against Sun Coast, any of its subsidiary or affiliated entities, all benefit plans, the benefit plans' sponsors, Sun Coast's individual officers or directors (in an official or personal capacity), and all successors and assigns of any of them.

Claims Not Covered: Claims covered by this Agreement do not include:

- i. A claim for worker's compensation benefits;
- ii. A claim for unemployment compensation benefits;
- iii. A claim by Sun Coast for injunctive and/or other equitable relief, including without limitation claims for unfair competition and/or the use or unauthorized disclosure of trade secrets or confidential information, for which Sun Coast may seek and obtain relief from a court of competent jurisdiction; and
- iv. A claim based upon Sun Coast's current (successor or future) employee benefits and/or welfare plans that contain an appeal procedure or other procedure for the resolution of disputes under the plan.

Internal Efforts: As a prerequisite for submitting an employment dispute to mediation and, if necessary, arbitration, both you and Sun Coast agree to make good faith efforts at resolving any dispute internally on an informal basis through Sun Coast management channels appropriate to that particular dispute. Any employment dispute should be directed to the Director of Human Resources in an effort to resolve the dispute internally. Only when those internal efforts fail may an employment dispute be submitted to mediation and, if necessary, final and binding arbitration under the terms of the Procedure.

Nonbinding Mediation: If efforts at informal resolution fail, disputes arising under this Agreement must first be submitted for non-binding mediation before a neutral third party. The complainant may within six (6) months of the act or omission complained of (or a greater period of time, if allowed by the applicable statute of limitations), whichever is later, request that the matter be submitted to the Procedure. Mediation is an informal process where the parties to a dispute meet in an attempt to reach a voluntary resolution, using the third party as a facilitator. Mediation shall be conducted and administered by the American Arbitration Association (AAA) under its National Rules for Resolution of Employment Disputes, which are incorporated into this Procedure by reference, or as otherwise agreed

between the parties.

Binding Arbitration: If a covered dispute remains unresolved at the conclusion of the mediation process, either party may submit the dispute for resolution by final binding confidential arbitration under the Procedure. The arbitration will be conducted under the National Rules for Resolution of Employment Disputes of the AAA, as amended and effective on January 1, 2001, as amended. These Rules, incorporated by reference into this Procedure, include, but are not limited to, the procedures for the joint selection of an impartial arbitrator and for the hearing of evidence before the arbitrator. The arbitrator shall have the authority to allow for appropriate discovery and exchange of information prior to a hearing, including, but not limited to, production of documents, information requests, depositions and subpoenas. A copy of the complete National Rules for Resolution of Employment Disputes may be obtained from the Director of Human Resources.

Any conflict between the rules and procedures set forth in the AAA rules and those set forth in this Agreement shall be resolved in favor of those in this Agreement. The burden of proof at an arbitration shall at all times be on the party seeking relief. In reaching a decision, the arbitrator shall apply the governing substantive law applicable to the claim(s), cause(s) of action and defense(s) asserted by the parties as applicable in the state where the claims arise. The arbitrator shall have the power to award all remedies that could be awarded by a court or administrative agency in accordance with the governing and applicable substantive law.

Time Limits and Procedures: The aggrieved party must give written notice of any claim to the other party within six (6) months of the date the aggrieved first knew or should have known of the facts giving rise to the claim (or a greater period of time, if allowed by an applicable statute of limitations), otherwise, the claim shall be deemed waived. The written notice shall describe the nature of all claims asserted and the facts upon which such claims are based and shall be mailed to the other party by certified or registered mail, return receipt requested. Any such notice mailed to Sun Coast shall be addressed to:

Sun Coast Resources, Inc.
Attn: Director of Human Resources
6405 Cavalcade, Building 1
Houston, TX 77026

Any mediation and/or arbitration conducted under this Agreement shall take place in Houston, Harris County, Texas, unless the Employee's regular place of business is more than 150 miles from the city limits of Houston, Texas, in which case an alternative location will be selected by Sun Coast that is within 150 miles of the employee's residence, or unless an alternative location is chosen by the mutual agreement of the parties. The arbitrator shall render a decision and award within thirty (30) days after the close of the arbitration hearing or at any later time on which the parties may agree. The award shall be in writing and signed and dated by the arbitrator and shall contain express findings of fact and the basis for the award.

The parties agree to share equally the AAA administrative fees and the arbitrator's fees and expenses. All other costs and expenses associated with the arbitration, including, without limitation, each party's

respective attorney's fees, shall be borne by the party incurring the expense.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The award may be vacated or modified only on the grounds specified in the Federal Arbitration Act or other applicable law.

No Retaliation/Employment At-Will: Under no circumstances will a Sun Coast employee be retaliated against in any way for invoking the Procedure in good faith to seek the resolution of a dispute. Sun Coast managers who engage in such retaliation will be subject to discipline under the appropriate Sun Coast disciplinary procedures.

The Sun Coast Arbitration and Mediation Agreement does not, in any way, alter the at-will employment status of Sun Coast employees. Sun Coast and its employees are always free to terminate the employment relationship at any time for any lawful reason and employment is not for any specific or definite duration.

Savings Clause: In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or as the result of any valid federal, state, local or other law, rule or regulation, the unenforceable or invalid provision shall be deemed to be automatically deleted from this Agreement and the validity and enforceability of the remaining provisions shall not be affected thereby and shall continue in full force and effect, if the essential terms and conditions of this Agreement for both Parties remain valid, legal and enforceable.

Federal Arbitration Act Applies: Except as provided in this Agreement, the Federal Arbitration Act shall govern interpretation, enforcement, and all proceedings pursuant to this Agreement. To the extent that the Federal Arbitration Act is inapplicable, state law pertaining to agreements to arbitrate will apply.

This Agreement sets forth the complete agreement of the parties on the subject of mediation and arbitration of the covered claims defined above and supersedes any prior or contemporaneous oral or written understanding on these subjects. No party is relying on any representations, oral or written, on the subject or the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Procedure.

By clicking "Submit" below and providing your electronic signature, you indicate your agreement to the terms set forth above. You understand that by agreeing to the terms in this Procedure, you are giving up any constitutional or statutory right you may possess to have covered claims decided in a court of law before a judge or a jury. You further understand that clicking "Submit" below and providing your electronic signature is the same as physically signing the document and Sun Coast may rely on your electronic signature as if it was your physical signature.